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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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8-1-03

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aspen Laboratories, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (CO)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 28, 2002

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,528,068 ; 1,071,812

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41):\$ 65.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Rahbar, Esq.
Name of Person Signing

Ray Rah
Signature

7/31/03
Date

04/04/2003 6TOM11 00000070 1528068

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521
02 FC:8522

40.00 00
25.00 00
All documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002792 FRAME: 0240

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of August 28, 2002 is made by Aspen Laboratories, Inc., a Colorado corporation, (the “Grantor”), in favor of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as administrative agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of August 28, 2002 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders, JPMorgan Chase Bank, as syndication agent (in such capacity, the “Syndication Agent”), Citibank, N.A., Credit Lyonnais and Fleet National Bank, as documentation agents (in such capacity, the “Documentation Agents”), and JPMorgan Chase Bank, as administrative agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of August 28, 2002 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks “now owned or at any time hereafter acquired” by the Grantor;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution and delivery of this Grant of Security Interest in Trademark Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in all of its right, title and interest in and to the Trademarks

(including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease or alter in any way the rights, remedies and obligations of the Grantor and/or Agent set forth therein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASPEN LABORATORIES, INC.

By: _____

Name: _____

Title: _____

[Signature]
Daniel S. Jones
Vice President - Legal Affairs

JPMORGAN CHASE BANK

as Administrative Agent for the Lenders

By: _____

Name: _____

Title: _____

STATE OF)
) ss
COUNTY OF)

On the 16th day of June, 2003, before me personally came Daniel S. Jonas, who is personally known to me to be the Vice President - Legal Affairs of Aspen Laboratories, Inc., a Colorado corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

MARIE HUGHES
NOTARY PUBLIC, State of New York
No. 01HU4915676
Qualified in New York County
Commission Expires 12/05

(PLACE STAMP AND SEAL ABOVE)

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASPEN LABORATORIES, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: Frederick K. Miller
Name: Frederick K. Miller
Title: Vice President

STATE OF New York)
COUNTY OF Onondaga) ss

On the 19th day of June, 2003, before me personally came Frederick K. Miller, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Barbara Tomchik
Notary Public

BARBARA TOMCHIK
NOTARY PUBLIC, State of New York
No. 4644250
Qualified in Onondaga County
My Commission Expires Jan. 31, ~~1999~~ 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Trademarks of Aspen Laboratories, Inc.

(Dated as of August 28, 2002)

Trademark	Trademark Registration or Serial Number
ASPEN EXCALIBUR	1,528,068
HAND-TROL	1,071,812